



CYNTHIA D. BANKS  
Chief Deputy

---

COMMUNITY AND SENIOR SERVICES  
OF LOS ANGELES COUNTY

---

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

GLORIA MOLINA  
YVONNE BRATHWAITE BURKE  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

June 29, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF TIME EXTENSION FOR THE OFFICE OF  
TRAFFIC SAFETY PROGRAM  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve a time extension for the use of Office of Traffic Safety (OTS) Grant funds from the State of California Business, Transportation, and Housing Agency for the period of July 1, 2004 to September 30, 2005. This program was originally approved by the Board in a Board letter dated December 11, 2001 for the grant period of January 1, 2002 to June 30, 2004.
2. Authorize the Director of Community and Senior Services (CSS), or designee, to execute the State OTS time extension (Attachment I) through September 30, 2005, and any required extensions, modifications and/or amendments.
3. Authorize the Director of CSS, or designee, to solicit and select program vendors from the pool of agencies funded under the Community Services Block Grant (CSBG), and negotiate and execute agreements for the period July 1, 2004 through September 30, 2005 and in substantially similar form (Attachment II), and any required amendments, after County Counsel approval as to form. The funding for the program vendors shall not exceed a total of \$900,000 for the remaining program period, and will total of \$1,050,000 for the entire grant period. The vendor contracts are fully financed by State OTS Grant funds.

The Honorable Board of Supervisors

June 29, 2004

Page 2 of 4

4. Authorize the Director of CSS, or designee, to execute a contract amendment in substantially similar form to (Attachment III) with the existing Traffic Consultant, for a time extension for the period of July 1, 2004 through September 30, 2005, after County Counsel approval as form. The cost of the consultant contract for the extended period will total \$46,000, and is fully financed by State OTS Grant funds.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 11, 2001 your Board approved the acceptance of the grant funds in the amount of \$2,100,000 for a three year Traffic Safety Program. The original Board Authorization expires on June 30, 2004. In order for CSS to fully expend program funds and meet program goals, a 15-month program extension was granted by the State OTS to provide Traffic Safety Education service to the community. CSS is currently limited to \$350,000 per program year (October 1 through September 30) in vendor contracts. This amount must be increased to approximately \$460,000 per program year in order to fully expend the \$1,050,000 earmarked for vendor contracts.

#### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal I, Service Excellence.

#### **Performance Measures**

In compliance with our funding agency requirements, we have developed the following performance standards: Percentage of participants who have successfully completed traffic safety education based on pre/post test; demonstrated proper installation of child passenger seat; demonstrated proper use of car seatbelt safety; and who have demonstrated proper use of helmet, safety flasher, and bicycle safety.

### **FISCAL IMPACT**

The cost of Vendor Agreements is not to exceed the amount of \$1,050,000. The cost of the consultant contract is not to exceed the amount of \$46,000.

There is no impact on the County's general fund as the program is fully funded by OTS Grant funds from the State of California Business, Transportation and Housing Agency funding. Funding has been included in the Departments FY 2004-05 Proposed Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On August 16, 2001, the Los Angeles Community Action Board (CAB) accepted the OTS funding. The CAB recommended using the annual contracted CSBG Service Providers as vendors for the Traffic Safety Program. The CAB also recommended the hiring of a consultant to assist staff and perform various functions on a temporary basis.

## **CONTRACTING PROCESS**

The proposed service delivery system is the network of CSBG Agencies that are currently contracted by the Community Action Agency to provide services for low-income residents and families of the County. The target area for the OTS program will be the entire County of Los Angeles except the cities of Los Angeles and Long Beach, as they have their own Traffic Safety Programs. CSS will solicit program vendors from the current directory of funded CSBG Agencies. Selected CSBG program vendors will be based on their ability and past performance to provide the proposed services.

### **Monitoring**

Program monitoring of the Traffic Safety program will be done on a per event basis to ensure contract compliance. Monitoring is accomplished through our Traffic Safety Program unit. Fiscal compliance monitoring is conducted once a year by Traffic Safety Monitoring staff.

## **IMPACT ON CURRENT SERVICES**

Approval of the recommended actions enables the Department to continue implementation of the Traffic Safety Program with services specifically targeted to low-income residents in Los Angeles County. This program offers a variety of services to low income drivers, passengers and pedestrians. Programs include traffic safety orientations and classes, media events and the distribution and usage of safety devices, such as infant car seats, child booster seats and bicycle helmets.

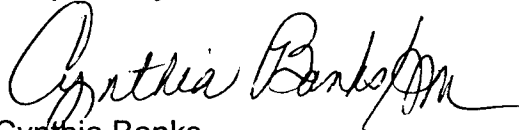
The Honorable Board of Supervisors

June 29, 2004

Page 4 of 4

The Program will be aimed at the entire County, specifically the areas with a higher poverty population with a corresponding high rate of traffic injuries and fatalities. The cities of Los Angeles and Long beach are not included in this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cynthia Banks". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Cynthia Banks  
Chief Deputy

Attachments (3)

c: David E. Janssen  
Ramond G. Fortner, Jr.  
Violet Varona-Lukens  
J. Tyler McCauley

# Attachment 1

STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, GOVERNOR  
SUNNE WRIGHT McPEAK, SECRETARY

## OFFICE OF TRAFFIC SAFETY

7000 FRANKLIN BOULEVARD, SUITE 440  
SACRAMENTO, CA 95823-1899  
www.ots.ca.gov  
(916) 262-0990  
(800) 735-2929 (TT/TDD-Referral)  
(916) 262-2960 (FAX)



March 29, 2004

Project No. CB0213  
Revision No. 1

May Kingi, Chief  
Community and Senior Services  
3175 West Sixth Street, Room 403  
Los Angeles, CA 90020

Dear Chief Kingi:

Enclosed is a revised Page 1 naming Melinda Fonseca as the new Authorizing Official and Ken Kessler as the new Fiscal Official for the "Los Angeles Community Based Organization Safety First Project."

Also, your request for a 9 month(s) no-cost time extension from December 31, 2004 to September 30, 2005 is approved. This extension will allow additional time to ensure that all contract goals and objectives will be achieved after a significant delay on the start time of this project.

A new line item (digital camera and camcorder) under the Other Direct Costs category was added as well as the line item "training auto seats" was increased to allow for an extra device for training purpose. The total programmed for this project remains the same.

Please replace the affected project agreement pages with the revised documentation.

If you have any questions, please contact Patricia Mora Rey, Regional Coordinator, at (916) 262-0981 or e-mail at [pmora@ots.ca.gov](mailto:pmora@ots.ca.gov).

Sincerely,

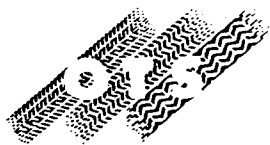
A handwritten signature in cursive script that reads "C. Murphy".

CHRISTOPHER J. MURPHY  
Deputy Director

PM:ag

Enclosure

cc: Melinda Fonseca



State of California  
Business, Transportation & Housing Agency

PROJECT NUMBER  
**CB0213**

OFFICE OF TRAFFIC SAFETY  
GRANT AGREEMENT

PAGE 1 (To be completed by applicant Agency)

1. PROJECT TITLE

**LOS ANGELES COMMUNITY BASED ORGANIZATION SAFETY FIRST PROJECT**

2. NAME OF APPLICANT AGENCY

**COUNTY OF LOS ANGELES**

3. AGENCY UNIT TO HANDLE PROJECT

**COMMUNITY AND SENIOR SERVICES**

4. PROJECT PERIOD

Month - Day - Year

From: **01/01/02**

To: **09/30/05**

5. PROJECT DESCRIPTION (Summarize the project plan covering the objectives, method of procedures, evaluation, and end product in approximately 100 words. Space is limited to six lines.)

THE CBO SAFETY FIRST PROJECT WILL PROVIDE A VARIETY OF BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY EDUCATION PROGRAMS TO POVERTY LEVEL RESIDENTS INCITYIES THROUGHOUT LOS ANGELES COUNTY WITH A HIGH CONCENTRATION OF POVERTY LEVELPOPULATION AND A CORRESPONDING HIGH RATE OF TRAFFIC INJURIES AND FATALITIES. THE PROJECT WILL BE IMPLEMENTED THROUGH THE AWARD OF 50-70 VENDOR COST REIMBURSEMENT CONTRACTS TO COMMUNITY BASED ORGANIZATIONS IN OUR NETWORK OF CSBG HUMAN SERVICE PROVIDERS WHO WERE SELECTED UPON THEIR KNOWLDEGE OF THE POVERTY COMMUNITY AND PROVEN ABILITY TO PROVIDE QUALITY SERVICES TO THE POOR. THE GOALS OF THIS PROJECT ARE 1) TO IMPROVE POVERTY COMMUNITY AWARENESS AND PARTICIPATION IN BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY CONCERNS BY PROVIDING TRAFFIC SAFETY EDUCATION PROGRAMS, SAFETY EQUIPMENT, COMMUNITY EVENTS AND PUBLIC SERVICE ANNOUNCEMENTS, 2) TO DEVELOP TRAFFIC SAFETY PUBLICITY MATERIALS AND EDUCATION CURRICULUM FOR DISTRICTUION TO THE MEDIA AND CBO THROUGHOUT THE POVERTY COMMUNITY. THE PROJECT WILL TARGET LOW INCOME, PRE-SCHOOL AND SCHOOL AGE CHILDREN, PARENTS OF TODDLERS, AND SENIOR CITIZENS. THE COMMUNITY BASED ORGANIZATION SFETY FIRST PROJECT WILL ENHANCE BICYCLE, PEDESTRIAN AND TRAFFIC SAFETY IN THE POVERTY COMMUNITY AND WILL SHOW MEASURABLE RESULTS THROUGH THE REDUCTION OF INJURIES AND FATALITIES RESULTING FROM TRAFFIC COLLISIONS.

6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:

**\$ 2,098,894.46**

7. APPROVAL SIGNATURES

A. PROJECT DIRECTOR

NAME: **MAY KINGI** PHONE: 213-739-7383  
TITLE: **CHIEF, COMM. SRVCS.** FAX: 213-386-3995  
ADDRESS: **3175 WEST SIXTH ST, RM 403**  
**LOS ANGELES CA 90020**

E-MAIL: **mkingi@co.la.ca.us**

*(Signature)*

**3/8/04**  
*(Date)*

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME: **MELINDA FONSECA** PHONE: 213-738-2645  
TITLE: **ACTING ASST. DIRECTOR** FAX: 213-365-8649  
ADDRESS: **3175 WEST SIXTH ST, RM 400**  
**LOS ANGELES CA 90020**

E-MAIL: **mfonseca@co.la.ca.us**

*(Signature)*

**3-10-04**  
*(Date)*

C. FISCAL OR ACCOUNTING OFFICIAL

NAME: **KEN KESSLER** PHONE: 213-738-2620  
TITLE: **ASST. DIRECTOR** FAX: 213-480-0926  
ADDRESS: **3175 WEST SIXTH ST, RM 203**  
**LOS ANGELES CA 90020**

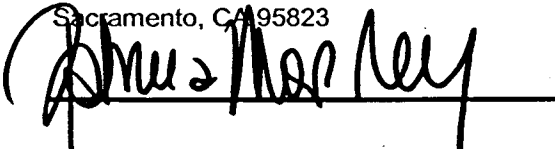
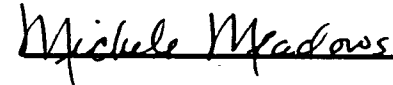
E-MAIL: **kkessler@co.la.ca.us**

*(Signature)*

**3/10/04**  
*(Date)*

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME: **KEN KESSLER**  
ADDRESS: **3175 WEST SIXTH ST, RM 203**  
**LOS ANGELES CA 90020**

<b>EFFECTIVE DATE OF AGREEMENT:</b> <u>10/1/2003</u>		<b>GRANTEE</b> <u>LOS ANGELES COUNTY</u>		<b>PROJECT NO.</b> <u>CB0213</u>	
<b>8. Action No.</b> <u>7</u>	<b>Date:</b> <u>3/24/2004</u>	<b>10. TYPE OF AGREEMENT</b>		<b>Initial</b>	<b>Revision</b> <input checked="" type="checkbox"/>
<b>Revision No.</b> <u>5</u>	<b>Date:</b> <u>3/24/2004</u>	<b>FUND</b> <u>157</u>	<b>PROGRAM</b> <u>04-CP</u>	<b>TASK NO.</b> <u>1</u>	<b>F.Y.</b> <u>2004</u>
<b>9. Action Taken</b>		<b>11. FUNDING DISPOSITION &amp; STATUS</b>			
Time extension of 9 months through 9/30/05.  New line item added to Other Direct Costs category.  Total funds programmed remain unchanged.     State FY 2003-04 2700-101-0890 (157/03)  Federal Catalog No. 20.600		<b>Fiscal Year</b>		<b>Amount</b>	
		<u>2001-02</u>		<u>42,378.17</u>	
		<u>2002-03</u>		<u>145,711.00</u>	
		<u>2003-04</u>		<u>1,735,805.28</u>	
		<u>2004-05</u>		<u>175,000.01</u>	
		<b>Total</b>		<u>2,098,894.46</u>	
		Obligated This Action <u>0.00</u> Previously Obligated <u>1,923,894.45</u> Total Amount Obligated <u>1,923,894.45</u> Amount Suspended <u>175,000.01</u>  <b>TOTAL FUNDS PROGRAMMED</b> <u>2,098,894.46</u>			
<b>12. BUDGET SUMMARY (From Schedule B Detail) - FISCAL YEAR GRANT PERIOD ENDING:</b> <u>9/30/2004</u>					
<b>COST CATEGORY</b>	<b>ADJ GRANT PERIOD</b>	<b>2001-04 PRIOR GRANT</b>	<b>2001-04 TOTAL GRANT</b>	<b>TOTAL PROJECT BUDGET ESTIMATE</b>	
A. Personnel Costs	0.00	192,500.00	192,500.00	210,000.00	
B. Travel Expenses	0.00	7,144.46	7,144.46	7,894.46	
C. Contractual Services	0.00	1,155,000.00	1,155,000.00	1,260,000.00	
D. Equipment	0.00	0.00	0.00	0.00	
E. Other Direct Costs	0.00	509,349.50	509,349.50	555,654.00	
F. Indirect Costs	0.00	59,900.49	59,900.49	65,346.00	
<b>TOTAL FEDERAL FUNDS</b>	<b>0.00</b>	<b>1,923,894.45</b>	<b>1,923,894.45</b>	<b>2,098,894.46</b>	
<b>13. PROJECT APPROVAL &amp; AUTHORIZATION TO EXPEND OBLIGATED FUNDS</b>					
<b>A. APPROVAL RECOMMENDED BY</b>			<b>B. AGREEMENT &amp; FUNDING AUTHORIZED BY</b>		
<b>NAME:</b> PARTICIA MORA REY <b>TITLE:</b> Regional Coordinator <b>PHONE:</b> (916) 262-0981 <b>E-MAIL:</b> pmora@ots.ca.gov Office of Traffic Safety 7000 Franklin Blvd., Suite 440 Sacramento, CA 95823			<b>NAME:</b> MARILYN H. SABIN <b>TITLE:</b> Assistant Director of Operations  Office of Traffic Safety 7000 Franklin Blvd., Suite 440 Sacramento, CA 95823		
Signature 			Signature 		

**SCHEDULE B**  
**PAGE 1**  
**DETAILED BUDGET ESTIMATE**

**PROJECT NO. CB0213**

COST CATEGORY	FISCAL YEAR ESTIMATES				TOTAL COST TO PROJECT
	FY1 1-1-02 TO 9-30-02	FY1 10-1-02 TO 9-30-03	FY1 10-1-03 TO 9-30-04	FY1 10-1-04 TO 9-30-05	
A. PERSONNEL COSTS					
<u>Positions and Salaries</u>					
PROJECT COORDINATOR CS	39,852.38	13,784.85	\$15,648.00		\$69,285.23
ANALYST III 25% @ \$5,216/MO					
1 SAFETY ANALYST CS II 100% @ \$5,012.95/MO			60,155.40	17,500.00	77,655.40
2 STUDENT WORKERS 80% @ \$8.11/HR			26,990.08		26,990.08
1 SAFETY ANALYST (CSAII) Overtime @ \$29.79/hr			11,007.29		11,007.29
					0.00
Employee Benefits @ 30%			25,062.00		25,062.00
Category Sub-Total	\$39,852.38	\$13,784.85	\$138,862.77	\$17,500.00	\$210,000.00
B. TRAVEL EXPENSE					
In State	\$1,144.46	\$135.33	\$5,864.67	\$750.00	\$7,894.46
Category Sub-Total	\$1,144.46	\$135.33	\$5,864.67	\$750.00	\$7,894.46
C. CONTRACTUAL SERVICES					
TRAFFIC SAFETY CONSULTANTS 2 @\$35,000/YR	\$0.00				\$100,193.50
50-70 CBO VENDOR CONTRACT RECIPIENTS	0.00	\$100,193.50	1,002,806.50	87,500.00	1,090,306.50
TRAFFIC SAFETY CONSULTANTS 1 @\$46,000/YR			\$46,000.00	\$17,500.00	63,500.00
STORAGE FACILITY @ \$500/MONTH			6,000.00		6,000.00
Category Sub-Total	\$0.00	\$100,193.50	\$1,054,806.50	\$105,000.00	\$1,260,000.00



SCHEDULE B  
PAGE 2  
DETAILED BUDGET ESTIMATE

PROJECT NO. CB0213

COST CATEGORY	FISCAL YEAR ESTIMATES				TOTAL COST TO PROJECT
	FY1 1-1-02 TO 9-30-02	FY1 10-1-02 TO 9-30-03	FY1 1-03 TO 30-04	10- 9- 10-1-04 TO 9-30-05	
<b>D. NON-EXPENDABLE PROPERTY</b>					
					\$0.00
					0.00
					0.00
					0.00
<b>Category Sub-Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>E. OTHER DIRECT COSTS</b>					
EDUCATION MATERIALS	\$38.97		\$8,000.00	\$2,500.00	\$41,774.87
PROMOTIONAL MATERIALS	108.05		107,267.58	2,500.00	109,875.63
6950 BICYCLE HELMETS	0.00	\$31,235.90	41,800.00	2,950.00	44,750.00
5,100 CONVERTIBLE AND BOOSTER RESTRAINTS	0.00		308,200.00	38,354.50	346,554.50
TRAINING AUTO SEAT AND TENT CANOPIES			3,700.00		3,700.00
OFFICE SUPPLIES			2,500.00		2,500.00
UTILITY TRAILER			4,999.00		4,999.00
DIGITAL CAMERA & CAMCORDER			1,500.00		1,500.00
					0.00
					0.00
<b>Category Sub-Total</b>	<b>\$147.02</b>	<b>\$31,235.90</b>	<b>\$477,966.58</b>	<b>\$46,304.50</b>	<b>\$555,654.00</b>
<b>F. INDIRECT COSTS</b>					
3% ADMINISTRATIVE OVERHEAD	\$1,234.31	\$361.42	\$58,304.76	\$5,445.51	\$65,346.00
<b>Category Sub-Total</b>	<b>\$1,234.31</b>	<b>\$361.42</b>	<b>\$58,304.76</b>	<b>\$5,445.51</b>	<b>\$65,346.00</b>
<b>PROJECT TOTAL</b>	<b>\$42,378.17</b>	<b>\$145,711.00</b>	<b>\$1,735,805.28</b>	<b>\$175,000.01</b>	<b>\$2,098,894.46</b>

**SCHEDULE B-1**  
**PROJECT NO. CBO 0212**

**BUDGET NARRATIVE**

Page 1

**PERSONNEL COSTS**

As of April 1, 2003, CSS assigned Community Services Analyst III at 25% time to administer and oversee the planning and implementation of the Safety First Project. In addition, a Community Services Analyst II (CSA II) at 100% and two Student Workers were assigned to head the education component of OTS project for the department. The Student Workers are temporary assistance in monitoring and conducting of safety education classes. Overtime is added for the events that will be attended by the assigned CSA II, that are held after hours and on Saturdays and Sundays. There will be no salary savings due to these reassignments. The department positions are approximately 97% grant funded. Once these funds are terminated, staff is then reassigned to other grant funded positions.

**TRAVEL EXPENSE**

Travel expenses will be utilized for travel and per diem to attend OTS conferences. Additionally, mileage will be paid to staff to conduct and monitor OTS activities at Community Based Organization sites.

**CONTRACTUAL SERVICES**

CSS will hire one Traffic Safety consultant through a vendor contract agreement. The consultant will be one of the primary field staff in the implementation of the CBO Safety First Project and will provide traffic safety training to project staff and CBO staff. The consultant monetary allotment is described in the budget accompanying the contract with the CSS.

CSS will issue 20-30 vendor contracts to Community Based Organizations to implement occupant protection and pedestrian safety programs, bicycle safety programs and public safety education programs specifically designed to serve the poor clientele of their target areas.

Contract with storage facility is necessary to house traffic safety equipment & supplies such as bicycles, helmets, and car seats.

**NON-EXPENDABLE PROPERTY**

None

**OTHER DIRECT COSTS**

**Education Materials** – Videos, flyers, brochures, booklets and other printed educational materials for distribution to program participants. Multi Lingual education and promotional items will be purchased to support planned community events and will enhance the marketing of traffic safety education program goals. Power point presentations will also be purchased to aid in the classroom

**Promotional Materials and Supplies** - Pens, cups, t-shirts, bags, pins, stickers etc. any promotional items purchased under this grant will contain a traffic safety message that relates to this project and appropriate logos. Bicycles will also be purchased to raffle at all Bicycle Safety events (2 per event).

**Bicycle Helmets**- CSS will purchase and disseminate 6950 bicycle helmets.

**Child Restraints** - CSS will purchase and disseminate 5100 convertible and booster child restraints other appropriate child/infant passenger restraint devices.

**Demonstration Automobile Seat & Tent Canopies** – Utilized for safety demonstrations/classes.

**Office supplies**- All necessary office supplies and business cards will be purchased.

**SCHEDULE B-1**

**PROJECT NO. CBO 0212**

**BUDGET NARRATIVE**

**Page 2**

**Utility Trailer-** CSS will purchase a utility trailer and all necessary hitch equipment for auto or truck for the purpose of safely hauling traffic safety equipment to events.

**Digital Camera and Camcorder** – These devices will be utilized to record program events for reports.

**INDIRECT COSTS**

CSS will apply a 3% administration overhead cost to this project.

**PROGRAM INCOME**

No program income is foreseen, but any such revenue generated by this project will be utilized for additional program services or safety devices.

**SCHEDULE B-1**

**PROJECT NO. CBO 0212**

**BUDGET NARRATIVE**

**Page 3**

Updated 1/23/04



## ATTACHMENT II

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES  
TRAFFIC SAFETY PROGRAM  
TRAFFIC SAFETY EDUCATION PROGRAM VENDOR AGREEMENT**

**Agreement Number** \_\_\_\_\_

**This Agreement** is entered into this first day of November 2003 by and between the County of Los Angeles (hereinafter referred to as the "County") and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

### **RECITALS**

**WHEREAS**, the County and Contractor are entering into this Agreement for the purpose of providing Traffic Safety Education Services to low income and underserved residents in the communities throughout Los Angeles County with a high concentration of poverty level population and a corresponding high rate of traffic injuries and fatalities;

**WHEREAS**, the Office of Traffic Safety of the State of California provides funds to the County to provide traffic safety education to the low-income residents in the poverty communities;

**NOW THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Traffic Safety Education Program as administered in Los Angeles County, the parties do hereby agree as follows:

#### **SECTION 1. APPLICABLE DOCUMENTS.**

(a) This Agreement consists of this three (3) page document and the following exhibits, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Statement of Work (Exhibit B)
- (3) Budget (Exhibit C)
- (4) Safety Surrendered Baby Law (Attachment A)
- (5) Five Required Certifications (Attachment B)

(b) Contractor shall comply with all terms and conditions of this Agreement, including all terms contained in the exhibits thereto. In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this three (3) paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Agreement.

**SECTION 2. OBLIGATIONS OF THE PARTIES.** (a) The Contractor shall provide the services, as defined in the Statement of Work and any amendments that apply per the Statement of Work. Services shall include a variety of bicycle, pedestrian, and traffic safety education programs which will assist the client(s) in obtaining knowledge of traffic safety.

(b) The County agrees to compensate the Contractor for the performance rendered hereunder.

**SECTION 3. COMPENSATION.** The Contractor shall be reimbursed per unduplicated individual trained, under a verifiable performance based system, and not to exceed: \$\_\_\_\_\_.

- (a) All participant attendance rosters, workshop evaluations, invoices, and requests for payment shall be submitted to the County by the **TENTH** calendar day of each succeeding month.
- (b) Payments will be made only when and if the Contractor has (1) invoiced according to the County's instructions, and (2) submitted all required documentation as required by other relevant provisions of this Agreement.

**SECTION 4. TERM.** The term of this Agreement shall commence on \_\_\_\_\_ and terminate no later than \_\_\_\_\_, except as otherwise provided in this Agreement.

**SECTION 5. NOTICES/AUTHORIZED SIGNATURES.** (a) **Notices:** Unless otherwise set forth in this Agreement, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

- (a) County

Tom Sellars  
Community and Senior Services Department  
Community Services Division  
3175 West Sixth Street, Room 403  
Los Angeles, CA 90020-1708

- (b) Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (c) **Authorized Signatures.** Persons legally authorized to bind Contractor and sign Reimbursement Requests.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**IN WITNESS WHEREOF**, the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the CONTRACTOR subscribed same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this Agreement, under penalty of perjury.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Cynthia D. Banks, Chief Deputy  
Community and Senior Services

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Contractor (Print or Type)

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title (Print or Type)

Executed at: \_\_\_\_\_

\_\_\_\_\_  
(Date)

**LOS ANGELES COMMUNITY AND SENIOR SERVICES  
TRAFFIC SAFETY EDUCATION PROGRAM**

**EXHIBIT A**

**STANDARD TERMS AND CONDITIONS**



## TABLE OF CONTENTS

	<u>Page</u>
<b>§ 100. DEFINITIONS</b>	<b>1</b>
§ 101. "TSEP"	1
§ 102. "Contractor"	1
§ 103. "DCSS"	1
§ 104. "County Project Director"	1
§ 105. "County"	1
§ 106. "Contract"	1
§ 107. "State"	1
 <b>§ 200. ASSURANCES/CERTIFICATIONS</b>	 <b>1</b>
§ 201. Legal Authority	1
§ 202. Compliance with Laws	1
§ 203. Non-discrimination in Services	2
§ 204. Non-discrimination, Affirmative Action and Civil Rights Compliance	3
§ 205. Wage and Hour Laws	4
§ 206. Safety and Working Conditions	4
§ 207. Employment Eligibility Verification	4
§ 208. Drug Free Workplace Compliance	4
§ 209. Selective Service Requirements	5
§ 210. Warranty of Adherence to County's Child Support Compliance Program	5
§ 211. Acknowledgment of County's Commitment to Child Support Enforcement	5
§ 212. Conflict of Interest/Contracts Prohibited	5
§ 213. Lobbying	6
§ 214. County Layoffs	6
§ 215. GAIN/GROW Program Participants	6
§ 216. Debarment and Suspension	6
§ 217. Nepotism	6
§ 218. Administrative and Personnel Procedures	6
§ 219. Other Agreements	7
§ 220. Notification of Federal Earned Income Credit	7
§ 221. Activities Prohibited	7
§ 222. Cost-of-Living Adjustments	7
§ 223. Limitation on Corporate Acts	7
§ 224. Contractor's Acknowledgment of Recycled-Content Paper Use	8
§ 225. Sectarian Activities	8
§ 226. Quality Assurance Plan	8
§ 227. Compliance With Tax Regulations	8
§ 228. General Grievance Procedures	8
§ 229. Compliance with Jury Service Program	9
§ 230. Safely Surrendered Baby Law	10
 <b>§ 300. INDEPENDENT CONTRACTOR</b>	 <b>10</b>
§ 301. Independent Contractor	10
§ 302. Limitations	10

§ 400. CONTRACT ADMINISTRATION	10
§ 500. PROVISION OF SERVICES	11
§ 501. Services	11
§ 502. Non-Authorized Participants	11
§ 600. COMPENSATION AND METHOD OF PAYMENT	11
§ 700. FISCAL ACCOUNTABILITY	12
§ 701. Fiscal Policies/Procedures	12
§ 702. Accounting	12
§ 703. Commingling of Funds	12
§ 704. Allegations of Fraud And/Or Abuse	12
§ 705. Disallowed Costs	12
§ 800. AUDITS, REPORTS, RECORDS & DOCUMENTATION	12
§ 801. Audit Rights	12
§ 802. Records	13
§ 803. Reporting	14
§ 804. Public Records/Confidentiality	16
§ 805. Public Statements	16
§ 806. Joint Funding and Revenue Disclosure	16
§ 900. INDEMNIFICATION AND INSURANCE	17
§ 901. Indemnification	17
§ 902. Insurance	17
§ 903. Self-Insurance and Self-Insured Retentions	19
§ 904. Public Entities	19
§ 1000. NONCOMPLIANCE AND SANCTIONS/PENALTIES	19
§1001. Contractor's Performance/Reallocation of Funds	20
§1100. TERMINATION/SUSPENSION/PROBATION	20
§ 1101. Termination for Default	20
§ 1102. Termination for Convenience	21
§ 1103. Termination for Non-Appropriation of Funds	21
§ 1104. Termination for Insolvency	21
§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	22
§ 1106. Termination for Improper Consideration	22
§ 1107. Suspension of Contract	22
§ 1108. Probation	22
§ 1109. Contractor Responsibility and Debarment	23
§ 1110. Prohibition Against Delegation and Assignment	24
§1200. GENERAL PROVISIONS	24
§ 1201. Contract Modifications/Amendments	24
§1202. Assignments	25
§ 1203. Subcontracting	25
§ 1204. Repayment	26
§ 1205. Payment Contingency	26
§ 1206. Acquisition of Supplies and Equipment	26

<b>§ 1207. Notices</b>	<b>27</b>
<b>§ 1208. Waivers</b>	<b>27</b>
<b>§ 1209. Prohibition of fees</b>	<b>27</b>
<b>§ 1210. Validity</b>	<b>27</b>
<b>§ 1211. Disputes</b>	<b>28</b>
<b>§ 1212. Entire Contract</b>	<b>28</b>
<b>§ 1213. Captions</b>	<b>29</b>

**STANDARD TERMS AND CONDITIONS  
TRAFFIC SAFETY EDUCATION PROGRAM**

**§ 100. DEFINITIONS.** For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Traffic Safety Education Program, as amended, or implementing regulations.

**§ 101.** The Traffic Safety Education Program will be referred to as "**TSEP**".

**§ 102. "Contractor"** shall mean the agency receiving funds through this Contract.

**§ 103. "DCSS"** shall mean the County of Los Angeles Department of Community and Senior Services.

**§ 104.** The Director of the Community and Senior Services shall be referred to as the "**County Project Director**".

**§ 105. "County"** shall mean the County of Los Angeles.

**§ 106. "Contract"** shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

**§ 107.** The State of California, Business, Transportation and Housing Agency will be referred to as "**State**".

**§200. ASSURANCES/CERTIFICATIONS.** The Contractor provides the following assurances and certifications, and agrees to the following terms:

**§ 201. Legal Authority.**

- (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor governing body, authorizing receipt of Traffic Safety Education Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Traffic Safety Education Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.
- (b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

**§202. Compliance with Laws.** (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Traffic Safety Education Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review the Contractor procedures to ensure compliance with the statutes,

ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

- (b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.
- (c) The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:
  - (1) California Welfare & Institutions Code (WIC);
  - (2) California Department of Social Services (CDSS) Manual of Policies and Procedures;
  - (3) Social Security Act;
  - (4) State Energy and Efficiency Plan (Title 24, California Administrative Code);
  - (5) Clean Air Act (Section 306, 42 USC 1857 (h));
  - (6) Clean Water Act (Section 508, 33 USC 1368);
  - (7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of labor Regulations, 41 CFR Part 60); and
  - (8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

### **§ 203. Nondiscrimination in Services.**

- (a) The Contractor certifies that the Contractor and all persons employed by Contractor, its affiliates, subsidiaries or holding companies, if any, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract. For the purpose of this **§203**, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the

enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

- (b) If the County finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, any determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the Contractor has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**§ 204. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights.**

- (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.
- (b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- (d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.
- (e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.
- (f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine

to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

- (g) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of Ten Thousand Dollars (\$10,000) pursuant to California *Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

**§ 205. Wage and Hour Laws.** The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

**§ 206. Safety and Working Conditions.** Applicable local, State and federal health and safety standards shall be observed. If a participant or Contractor employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), Contractor assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

**§ 207. Employment Eligibility Verification.**

- (a) The Contractor warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.
- (b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this contract, in accordance with applicable provisions of law.

**§ 208. Drug Free Workplace Compliance.** The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein.

**§ 209. Selective Service Requirements.** The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

**§ 210. Warranty of Adherence to County's Child Support Compliance Program.**

- (a) The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- (b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

**§ 211. Acknowledgment of County's Commitment to Child Support Enforcement.** The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

**§ 212. Conflict of Interest/Contracts Prohibited.**

- (a) The Contractor represents and warrants that no County employee, whose position enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this contract.
- (b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of Services provided under this contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.



**§ 213. Lobbying.**

- (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.
- (b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract.

**§ 214. County Layoffs.** Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this contract.

**§ 215. GAIN/GROW Program Participants.** Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

**§ 216. Debarment and Suspension.** The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said Debarment and Suspension Certification, shall be submitted to the County as part of this contract by Contractor and comply with all of the following requirements:

**§ 217. Nepotism.** The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

**§ 218. Administrative and Personnel Procedures.** Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

- (a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.
- (b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this contract.

**§ 219. Other Agreements.**

- (a) A copy of any agreements between the Contractor and other public or private organizations which directly impact activities funded under this contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.
- (b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this contract.

**§ 220. Notification of Federal Earned Income Credit.** With thirty (30) days of execution of this contract, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

**§ 221. Activities Prohibited.** The Contractor certifies that:

- (a) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- (b) No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Traffic Safety Education Program.

**§ 222. Cost-of-Living Adjustments.** Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1<sup>st</sup> of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

**§ 223. Limitation on Corporate Acts.** The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds

provided under Section 3 of the foregoing contract, or take any other steps which may materially affect the performance of this contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

**§ 224. Contractor's Acknowledgment of Recycled-Content Paper Use.** Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

**§ 225. Sectarian Activities.** Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the Constitution, regarding separation of church and state.

**§ 226. Quality Assurance Plan.** The County or its agent will evaluate Contractor's performance under this agreement on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

**§ 227. Compliance with Tax Regulations.** Contractor certifies that this contractor has: (1) paid all Federal and State payroll taxes through the end of the calendar quarter preceding the date of the contract; (2) made all tax deposits required by Federal and State laws through the month preceding the date of the contract; (3) Complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) Complied with all payroll tax rules and regulations of the State of California.

**§ 228. General Grievance Procedures.**

- (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the COUNTY with the Contractor's policy for receiving, investigating and responding to user complaints.
- (b) If, at any time, the Contractor wishes to change their user complaint policy, the Contractor shall submit changes to the COUNTY.
- (c) The Contractor shall preliminarily investigate all user complaints and notify the COUNTY of the status of the investigation within five (5) business days of receiving the complaint.
- (d) When user complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- (e) Copies of all written complaint responses shall be sent to the COUNTY five (5) business days of mailing to the complainant.

**§ 229. Compliance with Jury Service Program.**

- (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.**

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall received from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- (3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- (4) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **§ 230. SAFELY SURRENDERED BABY LAW**

- a. **Notice to Employee Regarding the Safely Surrendered Baby Law:** The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment A of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
- b. **Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places a high priority on the implementation of the safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

#### **§ 300. INDEPENDENT CONTRACTOR.**

**§ 301. Independent Contractor.** The Contractor shall at all times be acting as an independent contractor. This contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

**§ 302. Limitations.** As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

#### **§ 400. CONTRACT ADMINISTRATION.**

The County Project Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted DCSS by the Board of Supervisors.

## **§ 500. PROVISION OF SERVICES.**

**§ 501. Services.** The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as Exhibit B and incorporated herein by this reference, at a level of performance as determined by the County.

**§ 502. Non-Authorized Participants.** The Contractor agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the Traffic Safety Education Program shall be the sole responsibility of the Contractor.

## **§ 600. COMPENSATION AND METHOD OF PAYMENT.**

**Method Of Compensation.** Payments shall be made only after receipt, review, and approval of invoices by the County Project Director, or his designee. Invoices and any necessary supporting documentation as required by the County Project Director or his designee shall be submitted to Community and Senior Services no later than the tenth (10<sup>th</sup>) calendar day of the month. Following the month covered in the report.

**Request for Advance Payment.** To the extent approved by County Counsel, cash advances, not to exceed 16.67% of the Contractor annual allocation set forth in Section 3 of the primary document, may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

**Return of Advanced Funds.** Upon completion or termination of this contract, the Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of completion or termination of the contract.

**Discrepancies in Payments.** If the post-contract audit report, and/or post-contract audit by the State, County and/or federal government finds that Contractor's actual aggregate costs hereunder less Contractor's actual cost share hereof are lower than the payments made to Contractor by County, and/or if contractor has not provided Contractor's cost share hereof and/or if any payments made to Contractor by County are for costs which are not reimbursable in accordance with the applicable Federal and State regulations and directives relating thereto, then the difference shall forthwith be repaid by Contractor to County by cash payment. If any such post-contract audit or monitoring, which has the concurrence of County, finds that Contractor's actual reimbursement cost hereunder less Contractor's actual cost share hereto are higher than the payments made to Contractor by County, then the difference shall be paid by County to Contractor provided that Count's maximum obligation hereunder is not thereby exceeded, and claim is made prior to the Annual Cost Report at the close of the fiscal year.

**State/County Funding.** Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Agreement is subject to the terms and conditions contained in this year's agreement between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned agreement between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Agreement.

## **700. FISCAL ACCOUNTABILITY.**

**§ 701. Fiscal Policies/Procedures.** Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

**§ 702. Accounting.** The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

**§ 703. Commingling of Funds.** Funds disbursed pursuant to this contract shall be used exclusively for services funded under this contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

**§ 704. Allegations Of Fraud And/Or Abuse.** In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Traffic Safety Education Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

**§ 705. Disallowed Costs.** If the Contractor fails to return unexpended funds or funds spent for disallowed costs related to any CSS contract it has with the County, County withhold payment(s) to be made to Contractor under this contract

## **§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.**

**§ 801. Audit Rights.** The Contractor shall establish and maintain a financial management system, which provides for adequate control of Traffic Safety Education Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this Section.

(a) The Contractor shall obtain and finance annually (at program year-end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.

- (2) The audits required by this Section shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the auditee's fiscal year.
  - (3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.
- (b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Traffic Safety Education Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this contract, including the interviewing of the Contractor staff and program participants during normal business hours.
  - (c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.
  - (d) Failure by the Contractor to comply with the requirements of this Section shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this contract.

#### **§ 802. Records.**

- (a) The Contractor shall make any and all Traffic Safety Education Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three **(3) years from the termination date of this contract**. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.
- (b) (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this contract. The contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.
  - (2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this contract or before all litigation, audits



and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:

- (a) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or
- (b) Deliver all the documentation to a location designated by the County.
- (c) The Contractor agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.
- (d) The Contractor shall record costs incurred in the discharge of the Contract.

**§ 803. Reporting.** The Contractor shall submit the following reports for the Traffic Safety Education Program to the County:

- (a) **Monthly InvoicesReports:** Two (2) copies each of the (1) Monthly Fiscal Invoice(s) and (2) Participant Summary Reporting Form are to be submitted not later than the tenth (10<sup>th</sup>) day of each month.
- (b) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the Traffic Safety Education Program, including the reporting of expenses and accruals through **[insert end of program year]**.
- (c) The monthly invoices and close-out reports identified in this **§ 803** shall be sent to:

County of Los Angeles  
Department of Community and Senior Services  
3175 West Sixth Street  
Los Angeles, California 90020-1798  
Attention: Thomas Sellars

- (d) **Program Income.** If applicable all revenues in excess of costs for each program which have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all contract revenues and expenditures for each program, including submission of the following:

- (1) An **Income Statement Report** is also generated by the Contractor on contract revenues versus expenditures. This is submitted to the DCSS Financial Management Division with the contract close-out report on or before October 15 following the end of the term of this Contract. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
- (2) A **Plan for Disposition of Program Income** which must be submitted by the Contractor to the County within thirty (30) days after the Income

Statement Report is due. For Program Income, cost reimbursement rules apply. Program Income must be spent on line items identified in the plan, unless the plan is officially amended. This plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.

- (3) Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the Contractor must submit a **Final Report on Disposition** to the County.
  - (4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.
- (e) **Revenue Disclosure:** By execution of this Contract and unless waived in writing by the County Project Director, the Contractor certifies that it has previously filed with DCSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.
- (1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803(e)**, each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.
  - (2) Governmental agencies and school districts shall be **exempt** from the disclosure requirements of this **§ 803(e)**, except as the requirements pertain to other sources of funding for the Traffic Safety Education Program.
  - (3) Failure of the Contractor to comply with the requirements of this **§ 803 (e)** shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.
- (f) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a requirement for Traffic Safety Education Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs

allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

- (g) **Property/Capital Expenditures.** All property costing three hundred dollars (\$300.00) or more purchased with Traffic Safety Education Program funds requires prior written permission from the County Project Director and may be depreciated and tagged and tracked as property of the Los Angeles County Workforce Investment Area.
- (h) **Nonexpendable Property.** The Contractor shall maintain a record for each item of nonexpendable property acquired for this program with Traffic Safety Education Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.
  - (1) Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations.
  - (2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

#### **§ 804. Public Records/Confidentiality.**

- (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.
- (b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

**§ 805. Public Statements.** The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles from funds made available under the Traffic Safety Education Program grant received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

**§ 806. Joint Funding and Revenue Disclosure Requirement.** By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with

the CSS a written statement listing all revenue received, or expected to be received, by Contractor from Federal, State, City or County sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this Section, exempt as it pertains to other sources of funding for the Traffic Safety Education Program. All other provisions of this section shall apply. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contract upon which the County or his designee may cancel, terminate, or suspend this Contract.

## **§ 900. INDEMNIFICATION AND INSURANCE**

### **§ 901. Indemnification.**

- (a) The Contractor shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with Contractor's operations or its services hereunder, or arising from the negligent acts or omissions of the Contractor in the performance of this Contract, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the Contractor by any person pursuant to this Contract.
- (b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

**§902. Insurance.** Without limiting the Contractor indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense, and require all of its subcontractors to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to DCSS, Employment & Training Contracts Unit, 3175 W. 6<sup>th</sup> St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as

DCSS Contractor Administrator and DCSS as the Contract Department on or before the effective date of the contract.) Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

- (1) **General Liability:** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.
- (2) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include Contractor and the County's name/address and the signature/date of the insurance representative.
- (3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.
- (d) **Crime Coverage: (if applicable)** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.
- (e) **Professional Liability (If applicable):** Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers,

employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this CONTRACT.

- (f) **Property Coverage (If applicable):** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment: Special form ("all risk") coverage for actual cash value of County-owned or -leased property.

Real Property and All Other Personal Property: Special form ("all risk") coverage for the full replacement value of County-owned or -leased property.

**§ 903. Self-Insurance and Self-Insured Retentions.** Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor's financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

- (a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.
- (b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.
- (c) Contract to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor's financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the County.
- (d) Name, address and telephone number of Contractor's legal counsel and claims representative, respectively, for the self-insurance program.
- (e) Financial statement that gives evidence of Contractor's capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

**§ 904. Public Entities.**

- (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for § 901, § 902 and § 903 herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities

solely be reason such entities being parties to an Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

#### **§1000. NONCOMPLIANCE SANCTIONS/PENALTIES.**

The CONTRACTOR agrees to comply with the requirements set forth in this contract, and those requirements contained in the Traffic Safety Education Program and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

**§ 1001. Contractor's Performance/Reallocation of Funds.** Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are as follows: The performance of Contractor will be reevaluated as of the end of the 2<sup>nd</sup> quarter and the end of each fiscal year, and funds will be reallocated in accordance with Traffic Safety Education Program. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

#### **§ 1100. TERMINATION/SUSPENSION/PROBATION.**

##### **§ 1101. Termination for Default.**

- (a) Services performed under this contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:
  - (1) The Contractor fails to perform the Services within the time specified in this contract or any extension approved by the County,
  - (2) The Contractor fails to perform any other covenant or condition of this contract.
  - (3) The Contractor fails to make progress so as to endanger its performance under this contract.
- (b) The Contractor shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County,

through its Project Director, may extend this period or authorize a longer period for cure.

- (c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole direction, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.
- (d) If it is determined that the Contractor was not in Default under the provisions of this contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 1102 (Termination for Convenience).

**§ 1102. Termination for Convenience.**

- (a) Services performed under this contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.
- (b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.
- (c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

**§ 1103. Termination for Non-Appropriation of Funds.** The County's obligation is payable only from funds appropriated for the purpose of this contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of §1102 (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

**§ 1104. Termination for Insolvency.** In addition to other provisions provided herein, the County may terminate this contract for Default, as provided in §1101, in any of the following events:

- (a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.



- (b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.
- (c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.
- (d) The Contractor executes an assignment for the benefit of creditors.

**§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in § 211 shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this Contract.

**§ 1106. Termination for Improper Consideration.** (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the Contractor performance pursuant to the contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- (b) The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- (c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**§ 1107. Suspension of Contract.** The County may, by giving notice, suspend all or part of the program operations for [insert number] days for Contractor failure to comply with the terms and conditions of this contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the only conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the contract.

**§ 1108. Probation.**

- (a) The County Project Director may place the Contractor on probationary status when it is determined by the County Project Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

- (b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Contractor's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

**§ 1109. Contractor Responsibility and Debarment.**

- (a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- (b) The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.
- (c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- (d) If there is any evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment hearing and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- (f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- (g) These terms shall also apply to any subcontractors or independent consultants of County Contractors.

#### **§ 1110. Prohibition Against Delegation and Assignment.**

- (a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Section, such County consent shall be granted in the County's sole discretion and shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by the County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off, recoupment, or other reduction for any claims which the county may have against the contractor, whether under this Agreement or otherwise.
- (b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

#### **§ 1200. GENERAL PROVISIONS.**

##### **§ 1201. Contract Modifications/Amendments.**

- (a) This contract fully expresses the contract of the parties. Any modification or amendment of the terms or conditions of this contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this contract in any way.

County may make a unilateral modification to this contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this contract accordingly.

- (b) **Budget Modifications.** Changes on the total contract funding as set forth in section 3 of the contract may be made by contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed twenty thousand (\$20,000) or fifteen (15%) the Contract, whichever is greater. Such modifications must be mutually agreed upon by the County Project Director or his designee, and CONTRACTOR and must be in the best interests of the County.
- (c) **Program Modifications. To be determined by Program.** Language may state "Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the contract period, and not more than once in each quarter Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by CONTRACTOR and granted by the County."

**§ 1202. Assignments.** No part of this Contract or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the Contractor to assign this Contract shall be void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of Section 1101 (Termination for Default).

**§ 1203. Subcontracting.**

- (a) No performance of this contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the County Project Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this contract upon which the County may immediately terminate this Contract in accordance with the provisions of § 1101 (Termination for Default).
- (b) Contractor request to the County Project Director for approval to enter into a subcontract shall include:
  - (1) A description of the services to be provided by the subcontractor.
  - (2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.
  - (3) Any other information or certification requested by the County Project Director.
- (c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

- (d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this contract.
- (e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.
- (f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.
- (g) The Contractor shall not assign or subcontract any part or all of its interest in this contract without written approval from the County Project Director.
- (h) All applicable provisions and requirements of this contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

**§ 1204. Repayment.** The Contractor agrees to be bound by applicable County and/or Traffic Safety Education Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this contract or applicable Traffic Safety Education Program provisions or implementing rules and regulations.

**§ 1205. Payment Contingency.** Payments by County during the contract period are conditioned by:

- (a) The availability of said Traffic Safety Education Program funds, and.
- (b) The Contractor meeting performance goals set forth in Exhibit C, Statement of Work. Satisfaction of these conditions shall be determined by the County Project Director.

**§ 1206. Acquisition of Supplies and Equipment.**

- (a) Equipment. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over \$500 per unit in value as approved in the Budget, Exhibit D, and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment \$300 or more per unit shall require prior written approval of the County/State.

All equipment costing over \$300 or having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget by above provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County/State per program regulations.

- (b) **Purchase and invoice deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the County's Fiscal Section within sixty (60) business days after the contract termination or they may not be honored. Exceptions to the preceding restrictions/limitations require prior written by County Project Director or his designee.
- (c) During this Agreement, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Agreement, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

#### **§ 1207. Notices.**

- (a) The appropriate County representative, as set forth in Section 5 of the foregoing contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this contract.
- (b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- (c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

#### **§ 1208. Waivers.**

- (a) Waivers of the provisions of this contract shall be in writing and signed by the appropriate designee of the County.
- (b) No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach of that provision or of any other provision of this contract.

**§ 1209. Prohibition of Fees.** Contractor shall not charge clients fees and/or membership fees for any services funded under this contract.

**§ 1210. Validity.** The invalidity of any provision of this contract shall not void or affect the validity of any other provision.

**§ 1211. Disputes.** The Contractor agrees to attempt to resolve disputes arising from this contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this contract, a grievance procedure, in accordance with applicable Traffic Safety Education Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's Traffic Safety Education Program participant grievance procedures. The Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County Traffic Safety Education Program level. The grievance procedure shall be as follows: -

- (a) Contractor shall request a meeting with the County Project Director or his designee within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.
- (b) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the County Project Director shall make a final determination.
- (c) Final determination by the County Project Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this contract during any disputes.

**§ 1212. Entire Contract.**

- (a) This Exhibit A to the contract consisting of 28 pages together with the foregoing contract and other exhibits thereto constitutes the entire, full, complete and exclusive statement of understanding between the parties, which supersedes all previous written or oral agreements and all prior communications between the parties relating to the subject matter of this contract.
- (b) Contractor warrants that it has received a copy of this Exhibit A to this contract and upon execution of this contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire contract.

**§ 1213. Captions.** The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

# STATEMENT OF WORK PROGRAM SUMMARY

Contract Year: 2004

Contract No.:	
Amendment No.:	
Modification No.:	

Agency: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Director: \_\_\_\_\_ Tel. #: \_\_\_\_\_ Ext. #: \_\_\_\_\_ Email: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Tel. #: \_\_\_\_\_ Ext. #: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Identification \_\_\_\_\_ Fax #: \_\_\_\_\_

Supv Dist	2004 OTS PROGRAM FUNDS			2004 FUNDING BY TRAINING MODULE				2004 PLANNED CLIENTS BY MODULE				
	(A) Original Allocation	Amendment 1	Amendment 2	(B) Total	Module I	Module II	Module III	Total	Clients in MOD I	Clients in MOD II	Clients in MOD III	(B) Total
1 st												
2 nd												
3 rd												
4 th												
5 th												
TOTAL												

## PROGRAM AND BUDGET APPROVALS:

The following representatives have reviewed and approved the Statement of work and budget (Exhibits "B" and "C")  
and any additional pages attached for the performance to this Contract.

Contractor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Program Monitor: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Contract Officer: \_\_\_\_\_ Date: \_\_\_\_\_

CSS Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_



**STATEMENT OF WORK  
PROGRAM DESCRIPTION**

Contract Year: 2004

Contract No.:	
Amendment No.:	
Modification No.:	

Agency Name: \_\_\_\_\_

Designated Traffic Safety Trainer(s) for Vendor: \_\_\_\_\_

Contact Phone Number(s) for Trainer(s): \_\_\_\_\_

<b>2004 Traffic Safety Education Program Funds Requested</b>	
--	--

**PROJECT DESCRIPTION:** Provide a brief narrative of your Traffic Safety Education and Services Program including descriptions of the following items:

1. Types of Training Components (Use description from the Request for Vendor Participation (RFV))

2. How will Training be provided?

2. Target Population(s) (How will they be recruited?)

3. Dates and Times of Training for Each Component:

4. Service Area(s) (List Specific Supervisorial District with Cities, Incorporated areas, etc.)

5. Locations and Facilities for Training:

SERVICE UNIT BUDGET

Contract Year: 2004

Contract No.:	
Amendment No.:	
Modification No.:	

Agency Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

TRAINING MODULE	TYPE OF TRAINING	SUPERVISORIAL DIST. #				SUPERVISORIAL DIST. #				SUPERVISORIAL DIST. #				Total all Districts	
		(A) No. Of Client	(B) Price	\$60 Trainer Fee	(A x B) TOTAL	(A) No. Of Client	(B) Price	\$60 Trainer Fee	(A x B) TOTAL	(A) No. Of Client	(B) Price	\$60 Trainer Fee	(A x B) TOTAL	No. Client Served	Total Allocation
Module I	Pedestrian Safety/ YOUTH		\$10		\$ -	10	10		\$ 100.00		10				
	Pedestrian Safety/ ADULT		\$10		\$ -	10	10		\$ 100.00		10				
	Bicycle Safety		\$15		\$ -	10	15		\$ 150.00		15				
	Car Seat / Safety Belt		\$25		\$ -	10	25		\$ 250.00		25				
	Sub-Total														
Module II	Pedestrian Safety/ YOUTH		\$10		#NAME?	10	10		\$ 100.00		10				
	Pedestrian Safety/ ADULT		\$10		\$ -	10	10		\$ 100.00		10				
	Bicycle Safety		\$15		\$ -	10	15		\$ 150.00		15				
	Car Seat / Safety Belt		\$25		\$ -	10	25		\$ 250.00		25				
	Sub-Total														
Module III	Pedestrian Safety/ YOUTH														
	Pedestrian Safety/ ADULT														
	Bicycle Safety														
	Car Seat / Safety Belt														
	Sub-Total														
	Grand Total														

- \* Please refer to footnote for accurate calculation of Total Amount for each section  
 1 An additional \$60 Instructor/Trainer Fee can be apply for every Module II class of 20 through 40 clients  
 2 Rate for Module III is to be determined by Traffic Safety Program Staff.

COUNTY OF LOS ANGELES / COMMUNITY AND SENIOR SERVICES  
TRAFFIC SAFETY EDUCATION PROGRAM

EXHIBIT "C"

Page 1 of 2

**PROGRAM AND COST CATEGORIES BUDGETS**

Contract Year: 2004

Contract No.:
Amendment No.:
Modification No.:

Agency Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

1. TYPE OF ENTITY    ☐ COUNTY DEPARTMENT    ☐ PUBLIC BODY    ☐ PRIVATE/NON-PROFIT  
(Check or circle one)

DESCRIPTION OF ITEM AND BASIS FOR ITS VALUATION	A. Total All Districts
1. PERSONNEL COST: (Total From Exhibit "C"2)	\$
2. CONSULTANTS:	\$
3. TRAVEL:	\$
4. SPACE:	\$
5. CONSUM/SUPPLIES:	\$
6. EQUIPMENT PURCHASE:	\$
7. EQUIPMENT RENT/LEASE:	\$
8. OTHER:	\$
GRAND TOTALS	\$

\* Proper documentation must be kept on these items.

EXHIBIT "C"  
Page 2 of 2

**Contract Year: 2004**

<b>Contract No.:</b>	
<b>Amendment No.:</b>	
<b>Modification No.:</b>	

**Project Title:** \_\_\_\_\_

[illegible]

Proper Accounting Records must be kept on these items

## **VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

In accordance with Section 4.32.010 et.seq. of Los Angeles County Code, the Contractor or Sub-Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

Applicant Organization \_\_\_\_\_

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The *regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160119211)*.

- (1) The prospective primary participant (i.e., grantee) certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction: violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State, or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, State, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
TYPED OR PRINTED NAME OF AUTHORIZING SIGNATURE	
APPLICANT ORGANIZATION	DATE SUBMITTED

## DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to the State of California, Government Code, Section #8355 ff, the Contractor hereby certifies that:

1. Contractor agrees to the incorporation of this Certification into the Welfare-to-Work Contract and certifies that the Contractor will provide all participants and employees a drug-free workplace, pursuant to Government Code Section #8355 ff of the State of California, by doing all of the following:
  1. Publishing a Statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
  2. Establishing a drug awareness program to inform employees about the dangers of drugs and the types of help available to drug abusers.
2. Contractor further understands that, pursuant to the State of California, Government Code Section #8355 ff, payments to Contractor under this Contract may be suspended and/or terminated if the County determines that any of the following has occurred:
  1. Contractor has made a false certification under the State of California, Government Code Section #8355 ff.
  2. Contractor has violated the Certification by failing to carry out the requirements of this Certification.
3. This Certification shall not be construed to require the Contractor to ensure that other business with which it conducts normal business intercourse, also provide drug-free workplaces.

---

SIGNATURE

---

AGENCY NAME (TYPE)

---

SIGNATORY'S NAME (TYPE)

---

DATE

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of Any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Organization	State
--------------	-------

---

Authorized Signature	Title	Date
----------------------	-------	------



**REQUIRED FORMS****COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

*If you believe the **Jury Service Program** does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR****Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

## ATTACHMENT III

CONTRACT NO. \_\_\_\_\_

Taxpayer I.D. No. \_\_\_\_\_

### TRAFFIC SAFETY EDUCATION PROGRAM PERSONAL SERVICES CONTRACT

#### PURPOSE

The purpose of this Personal Service Contract is to hire professional traffic safety education consultants to develop traffic safety education curriculum; provide traffic safety education training to community based organization staff and to assist in the overall planning implementations, monitoring and evaluation of the Los Angeles County Community Based Organizations Safety First Project.

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between:

**THE COUNTY OF LOS ANGELES**, a body corporate and politic, hereinafter referred to as  
“County”, AND

\_\_\_\_\_ an individual consultant, hereinafter referred to as “Contractor”,

#### WITNESSETH

#### **WHEREAS,**

The State of California/business, Transportation & Housing Agency has designated the County as the administrator for a Traffic Safety Education Program (TSEP); and

#### **WHEREAS,**

The County of Los Angeles Board of Supervisors has designated Los Angeles County/Community and Senior Services (CSS) to administer the Traffic Safety Education program; and

#### **WHEREAS,**

The Traffic Safety Education Program provides for consultant services to assist in the development and implementation of the program.

#### **WHEREAS,**

The County is authorized to contract for the consultant for the above services pursuant to Government Code, Paragraph 31000;

**NOW, THEREFORE**, the parties hereto agree as follows:

#### **I. CONTRACT ADMINISTRATION**

The Director of the Los Angeles County Community and Senior Services (CSS) hereinafter referred to as “Director”, or his designee, shall have overall responsibility for administering this contract. The Division Chief of the Community Services Division shall serve as contract manager for this contract.

**II. STATEMENT OF WORK**

- A. The Contractor shall, in a satisfactory and proper manner, as reasonably determined by the Director or his designee, be responsible for performing necessary and requested functions related to the responsibilities of this contract. The Contractor shall retain the right to direct the manner in which the services described herein are to be performed.

Subject to the foregoing, the County retains the right to inspect, to stop work, prescribe alterations and generally to supervise the work to ensure it's conformity with that specified herein. Contractor's specific function shall include, but are not limited to, the duties and responsibilities listed on an attachment to this contract entitled, Exhibit A. "Statement of Work".

- B. The Contractor shall comply with all local laws and regulations, guidelines, procedures, and standards promulgated thereunder.
- C. The Director or designee shall provide reasonable office facilities for Contractor's use during the time Contractor is on County premises. Contractor's tools and equipment utilized for this contract shall be provided without additional compensation by the County.
- D. Contractor shall provide the County with advance written notification of activities to be undertaken with other clients, including an estimate of the number of hours to be spent on those activities.
- E. All data collected and analyzed, and all work products produced under this contract shall remain the property of the County and shall not be appropriated by the Contractor for private, proprietary use.
- F. Contractor is not entitled to any benefits or rights of County employment.

**III. PERIOD OF PERFORMANCE**

This period of performance under this Agreement shall begin on \_\_\_\_\_ and continue through \_\_\_\_\_ subject to availability of funds and Contractor's satisfactory performance. In any event, this Agreement may be canceled or terminated at any time by County without cause upon the giving of at least fifteen days' written notice to Contractor.

**IV. MAINTENANCE AND RECORDS**

The Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary by the County, to assure a proper and current accounting for all project funds. These records will be made available in proper form for inspection and audit purposes on request from the County. These records will be retained for four years after the expiration of this contract unless permission to destroy them is granted by the County.

**V. COMPENSATION**

- A. The County shall pay the Contractor an amount not to exceed \$\_\_\_\_\_ for the term of this contract, on an hourly basis of \$\_\_\_\_\_ per hour. Not to exceed 40 hours per week or 160 hours per month.

- B. The County will reimburse the Contractor, and/or pay on behalf of the Contractor, out-of-town travel expenses incurred by the Contractor in performing services under this Contract in a total amount not to exceed \$1,000, at the allowable County travel expense rates.
- C. The Contractor shall be reimbursed for the use of private vehicles for trips on official business within the County of Los Angeles. The mileage rates shall not exceed the amounts paid to County permittees.  
Mileage claims shall be prepared by the Contractor and shall be filed in accordance with the Auditor-Controller's Rules and Regulations established pursuant to Los Angeles County Code Section 5.40.240.
- D. Payment under this section shall be made from available Traffic Safety Education Program funds and within the total amount set fourth in Section V-A above. Payments hereunder are conditioned on acceptable performance by Contractor.

**VI. METHOD OF PAYMENT**

- A. The Contractor shall, by the fifteenth and last working day of each month, submit semi-monthly billings to the Director, or designee. Billing shall detail accomplishments associated with the number of hours involved including dates and time spent on each accomplished activity.

The County may withhold payments if the Director or designee determines that the Contractor has not completed any and all work products or assignments required of Contractor by the date of payment. Upon completion of such late work products or assignments in a satisfactory manner, payments withheld shall be paid within ten (10) working days. The determinations that work products or assignments have been completed satisfactorily will be made by the Director or designee.

**VII. NOTICES**

Notices and other correspondence shall be sent to the County as follows:

Los Angeles County Community and Senior Services  
3175 West Sixth Street, Suite 400  
Los Angeles, California 90020-1708  
Attention: May Kingi, Chief  
Community Services Division

Notices and other correspondence shall be sent to the Contractor as follows:

Name:  
Title: Traffic Safety Consultant  
Address:  
City/Zip:  
Telephone Number:

**VIII. INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between the County of Los Angeles and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

The Contractor has no power or authority to bind the County to any agreements. The Contractor shall not be considered an employee of the County for purposes of Worker's Compensation.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this contract are, for purposes of Worker's Compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this agreement.

**IX. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, action fees, costs, and expenses, (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omission arising from and/or relating to this agreement.

**X. INSURANCE**

Without limiting contractor's indemnification of County, Contractor shall provide and maintain at Contractor's own expense during the term of this contract the following insurance covering Contractor's performance hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager.

**A. General Liability**

Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".**

**C. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONSULTANT is responsible. If CONSULTANT'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONSULTANT is responsible.**

In all cases, the above insurance shall include Employers' Liability coverage with limit of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease- each employee:	\$1 million

- D. Evidence of Insurances:** Evidence of such insurance satisfactory to the County shall be delivered to the County's Community and Senior Services on or before the effective date of this contract. Such evidence shall specifically identify this contract and shall contain expressed conditions that the County Department of Community and Senior Services is to be given written notice at least (30) days in advance of any modifications or termination of any program of insurance and shall name the County of Los Angeles as additionally insured.

Such certificates or other evidence shall:

- a. Specifically identify this Agreement.
- b. Clearly evidence all coverage required in this Agreement.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special District, its officials, officers and employees as insured's for all activities arising from this Agreement.

Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- E. Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

- F. Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- c. Any injury to a Contractor employee that occurs on County property. This report shall

d. be submitted on a County "Non-employee Injury Report" to the County contract manager.

e. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**G. Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results

in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**H.** The County may prepay consultants' insurance premiums to SPARTA for required general and auto liability insurance in the amount of \$1314.00 as set forth in section X A and B. Such payments shall be deducted from consultants monthly billings.

**XI. FAILURE TO PROCURE OR MAINTAIN INSURANCE**

Failure on the part of the contractor to procure or to maintain required insurance shall constitute a material breach of contract and the County may, at its discretion, terminate this agreement or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Contractor to County upon demand or County may set off the cost of the premiums against any monies due to Contractor from County.

**XII. TERMINATION CLAUSE**

The County or the Contractor reserves the right to terminate this contract by giving fifteen (15) days written notice to the other. In the event of termination, County shall pay Contractor for all work assignments and services completed prior to the effective date of such termination less payments previously paid by County for such services. Such written notice from the County may be provided by either the Director or designee.

**XIII. PROHIBITION OF SUBCONTRACTING**

County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor himself/herself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor.

**XIV. CONFLICTS (S) OF INTEREST**

Contractor covenants that neither the Contractor nor any of the Contractor's agents, or employees, who presently exercise any function or responsibility in connection with the program, has any personal, financial, or economic interest direct or indirect, in the contract except to the extent that he or she may receive compensation for his/her services or performances pursuant to the contract. Contractor, its agents and employees, will comply with all such laws governing Conflict of Interest, including the code for employees of the Department of Community and Senior Services. To this end, Contractor will make available to its agents and employees copies of all applicable Federal, State and County Laws, Regulations and Codes governing Conflict of Interest at its sole expense and initiative.

**XV. MODIFICATION OR AMENDMENT**

This contract fully expresses the agreement between the parties. Any modifications or alterations of the terms or conditions of this contract must be by means of a written document approved by both parties. No oral conversation between any officer and employee of the parties shall modify any of the terms or conditions.

**XVI. ASSURANCES**

- A. Contractor possesses legal authority to execute the proposed program and contract; that any acquired resolution, motion or similar action has been duly adopted or passes as an official act of the Contractor's governing body, if any, authorizing receipt of the funds and directing and designating the authorized representative of the Contractor to act in connection with the program specified and to provide such additional information as may be required by the County.
- B. **Grievances**  
Contractor shall submit a Grievance Procedure in accordance with applicable Federal, State and Local Laws, Rules and Regulations to the County within thirty (30) days of contract execution by Contractor.
- C. **Examination**  
Contractor shall give the County Auditor Controller and any other appropriate County agency, through any authorized representative access to and the right to examine or copy all records, books, papers or documents related to the program.
- D. **Hatch Act**  
County agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. Contractor further agrees to comply with the provisions of the Hatch Act, which limits the political activities of employees, etc.
- E. **Occupational Safety and Health Act**  
Contractor shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of the State of California).
- F. **Public Statements**  
Contractor shall indicate in any press statement or release to the public that is related to the program that it is funded by the State of California Office of Traffic Safety grant funds. All such releases, statements or press or public activities shall be approved and coordinated with the Director's designated press or public relations staff. All contractor reports shall include the appropriate credit line and disclaimers requested by the Office of Traffic Safety and review/approval by OTS and grantee of draft final report before publication, and oral or written release subject to approval by grantee and OTS.



**G. Wage and Hour Laws**

Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees from any and all liability including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including but not limited to, the federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

**H. Employment Authorization**

Contractor warrants that it fully complies with all laws regarding employment of aliens and other, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations including, but not limited to the Immigration and Control Act of 1982 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and

other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

**I. GENERAL TERMS, CONDITIONS, AND CERTIFICATION**

Contractor and any and all subcontractors agree to abide by the General Terms, Conditions, and Certifications contained in OTS Program Manual, Volume II, chapter 6, Exhibit 6-B, Rev. 4-01, all of which by reference herein shall be made a part of this agreement.

**XVII. CANCELLATION PROVISION**

In the event the County of Los Angeles lacks funding during the term of the Contract, the County may terminate or amend this contract immediately, and the Contractor agrees not to unreasonably withhold assent or execution of the amendments.

**XVIII. OTHER FUNDING DISCLOSURES**

By execution of this contract, Contractor certified that it will file with Department of Community and Senior Services a written statement listing all revenue received or expected to be received by Contractor from government or private funding sources which may be applied to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including but not necessarily limited to the project or business activity which is the subject of this contract. Such statement shall reflect the name and description of each such project or business activity, the dollar amount of funding provided, or to be provided by each and every entity to each such project or business activity and the full name and address of each such entity. The listing of all revenue shall be submitted to Department of Community and Senior Services within one week of the beginning of the contract period. During the term of this contract, the Contractor shall prepare and file a similar written statement hereunder each time it receives funds from an entity identified in the original

statement filed following the beginning of this contract, or when it receives funds from a new entity not identified in the original statement. Such statement shall be filed with the Department to Community and Senior Services within fifteen (15) calendar days following receipt of such additional funding.

Failure of the contractor to comply with this section shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this contract.

**XIX. PERMITS AND LICENSE**

The Contractor shall be solely responsible for the procurement of any and all necessary licenses, permits or operational fees necessary under this contract and shall save the County from any such expenses.

**IN WITNESS WHEREOF**, The Board of Supervisors of the County of Los Angeles has caused this contract to be subscribed on its behalf by the Director of Community and Senior Services, or his duly authorized designee, and the Contractor has subscribed the same through its authorized officer the day, month and year first above written. The person signing on behalf of the Contractor warrants under penalty of perjury that he/she is authorized to bind the Contractor.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
CYNTHIA D. BANKS, CHIEF DEPUTY  
Community and Senior Services

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Contractor's Name (Print)

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_